

STATE OF ARKANSAS

1/3

Term Contract

Vendor No. 100002500	Contract No. 4600002285
Contact PETE COUNTS	Date 04/16/2002
Your reference SP-02-0442	Contact Jason F. Ballard
CONSOLIDATED ELECTRICAL DIST CED	Telephone 501-324-9314
ATTN PETE COUNTS	Fax 501-324-9311
910 E 6TH ST	Our ref. ST
LITTLE ROCK AR 72202	Incoterms FOB
	DESTINATION

Send Invoice To:	Ship To:	Reference Plant Valid from: 04/16/2002
VARIOUS AGENCIES		Valid to: 04/15/2003
AR		

REFERENCE TRACKING #SP-02-0442

COMMODITY: LAMP BALLASTS

CONTRACT PERIOD: APRIL 16, 2002 THROUGH APRIL 15, 2003 WITH OPTION TO EXTEND SIX (6) ADDITIONAL YEARS IN ONE YEAR INCREMENTS OR A PORTION THEREOF.

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

DELIVERY: 15 DAYS ARO

DISREGARD PRICE ON ITEM PRICE LINE BELOW. SEE OFFICIAL BID PRICE SHEETS ATTACHED

SEE ATTACHED CONTRACT

Item	Material/Description	Target Qty	UM	Unit Price	Amount
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0010	10023949	250,000	each	1.00	\$ 250,000.00
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BALLAST, MISC, EACH

LAMP BALLASTS FOR STATEWIDE CONTRACT

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer Date

CED CONTACT NUMBERS:

PHONE: 501-372-3446

FAX: 501-372-5676

PURPOSE

The purpose of this bid is to establish a term contract for replacement lamp ballasts, (fluorescent, H.I.D., etc.) for all State Agencies and Cooperative Procurement Program participants.

DELIVERIES

Deliveries shall be made upon receipt of a purchase order from a using agency. The minimum order required to be shipped F.O.B. destination will be \$100.00 (net cost). On orders of less than \$100.00, the agency may order as an open market purchase. In instances where the vendor makes partial shipment of orders for more than \$100.00, shipments shall be made F.O.B. destination with no transportation charges added.

Delivery on all evaluated items (those of highest usage volume) shall be completed no more than 15 days after receipt of order. Other catalog items and special order items shall be delivered no more than 30 days after receipt of order. The using agency and the Office of State Procurement must approve any delivery time in excess of these limits in advance.

The Office of State Procurement reserves the right to allow agencies to purchase items with delivery in excess of these limits on the open market and to charge any costs exceeding the contract price to the contracting vendor.

SUCCESSFUL BIDDER RESPONSIBILITY

The successful bidder will be required to submit quarterly reports of total contract sales, by dollar volume, by total quantity sold of each item, and by ordering agency. This report shall be with the highest usage item at the top of the report to the lowest usage item at the bottom. The report may be submitted on a floppy disk, cd, e-mailed or faxed. Failure to submit reports of total purchase by ballast type may be grounds for excluding bidder from future contract consideration. The report should be sent to:

Jason Ballard	E-mail:
Office of State Procurement	jason.ballard@dfa.state.ar.us
P.O. Box 2940	Fax: 501-324-9311
Little Rock, AR 72203	

PRICES

Prices (Discounts) bid must be firm for the contract period.

BID EVALUATION

VENDORS RESPONDING TO THIS INVITATION FOR BID MUST RESPOND IN ENGLISH, US CURRENCY, AND THE BID MUST BE RECEIVED BY CENTRAL STANDARD TIME AT THE TIME SPECIFIED.

Bids will be evaluated on the basis of net prices of listed items.

Bidders must submit the latest manufacturer's published price list with bid response. The price list must be recognized nationally. In addition, vendor must submit a catalog, a computer diskette of the catalog, and price list in order for inclusion on our computer system and web site. The diskette should include a label with company name. BY SUBMISSION OF A BID, THE VENDOR AGREES THAT THE CATALOG AND PRICE LIST MAY BE INCLUDED ON THE STATE WEB PAGE FOR DISTRIBUTION TO STATE AGENCIES AND COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS; ACCESS TO THE SAME INFORMATION ON A WEB PAGE MAINTAINED BY THE BIDDER WILL BE ACCEPTABLE.

SUCCESSFUL VENDOR MUST PROVIDE CATALOGS AND PRICE LISTS TO STATE AGENCIES AND COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS UPON REQUEST, BUT THE MAIN INFORMATION DISTRIBUTION SITE WILL BE THE STATE WEB PAGE. THE PRICE LIST MUST BE RECOGNIZED NATIONALLY AND NOT SPECIALLY SET UP FOR THIS BID.

The lowest price for the item in the price catalog shall be the price to which the state discount will be applied.

The only bids that will be considered for award are those offering a complete line of ballasts.

SUCCESSFUL BIDDER WILL BE REQUESTED TO FURNISH CROSS-REFERNCE LIST OF BRAND OF BALLASTS BID WITH OTHER MAJOR MANUFACTURERS' BALLASTS FOR THE USE OF ORDERING AGENCIES.

BASIS OF AWARD

1. Award will be made on an "all or none" basis.

2. Award will be based on selected items that are designated in the specifications. All quantities are estimated. All non-designated items in the price list will be made available by the bidder at the same discount percentage as the designated items.

EXEMPTION

Agencies that have a large one time need for ballast projects may request exemption from the requirement to use this contract. Exemption status shall be requested and justified in writing to the Office of State Procurement. The justification should include the ballast type, model, and cost. The vendor holding the ballast contract must be contacted and allowed to quote on the needs. An exemption granted by the Office of State Procurement will be made in writing.

CONTRACT PERIOD

The initial term of this contract shall be one year from date of award. Upon mutual, written agreement between the contracting vendor and the Office of State Procurement, the contract may be extended in one (1) year increments or a portion thereof for up to 6 years.

SPECIFICATIONS

Bidder's offerings must conform to the Arkansas Ballast Specifications. These specifications are included in this invitation for bid.

SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor (s) therefore agree(s) to sell to Cooperative Procurement Program Participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

ESTIMATED QUANTITIES

All quantities are estimated.

ELECTRONIC FLUORESCENT BALLAST SPECIFICATIONS

ELECTRONIC BALLAST FOR USE IN FLUORESCENT LIGHTING FIXTURES SHALL MEET OR EXCEED THE FOLLOWING PERFORMANCES AND SPECIFICATIONS.

- A. Ballast shall be listed for Class P thermal protection
- B. Operate at frequencies of 20 KHz or greater and operate without visible flicker.
- C. Ballast shall not contain polychlorinated biphenyls (PCB)
- D. Current crest factor shall not exceed 1.7 as per ANSI C82.2 section 5.6.1. During lamp operation, ballast to continuously heat the lamp filaments as per ANSI C78.1
- E. Constant light output of all 4-foot rapid start (120 volt nominal ballast) and 200 to 320 volt (277 volt nominal ballast) shall be maintained.
- F. Ballast shall withstand line voltage transients as defined in IEEE Publication 587, Category A.
- G. Ballast must operate in an ambient temperature of 50° Fahrenheit with a case temperature not to exceed 25° C temperature rise over 40° C ambient.
- H. Ballast shall meet the requirements of the Federal Communication Rules and Regulations, Part 18, Subpart J and must not exceed the limitations for Class A industrial applications.
- I. Ballast power factor shall be 90% or above.
- J. "Total Harmonic Distortion (input current) shall not exceed 20%. Third harmonic distortion shall not exceed 10%. THD rating methods shall comply with those in proposed IEEE and ANSI Standards as performed by an independent lab. The Office of State Procurement shall judge the acceptability of the THD test results.
- K. The ballast shall meet the minimum ballast efficiency standards of Public Law #100-357, National Energy Conservation Amendments of 1988.
- L. Provide ballast with a 5-year minimum manufacturer's parts and warranty.
- M. Approved ballast manufacturer shall have been producing electronic ballasts for more than 5 years.
- N. Ballasts shall be sound rated "A". Exception: Ballast for high output 800mA lamps shall be rated "B".
- O. Ballasts shall be rapid start T-8 Type for 4 ft. fixtures.
- P. Vendor's submitting bids must have a complete line of Ballasts available.
- Q. All 8 ft. fixtures shall be T-8 instant start, and must be 85% ballast factor or greater.

THE DISCOUNTED PRICE COLUMN MUST BE FIGURED USING THE PERCENTAGE DISCOUNT BID ON THIS PAGE

BALLAST DESCRIPTION AND ESTIMATED QUANTITIES

No representation is hereby made by the State as to the exact number of ballasts that will be purchased under this contract. The State reserves the right to purchase the necessary ballasts, in any quantity, at the unit prices quoted.

Item	ESTIMATED QUANTITY	*BALLAST MODEL# A. ADVANCE # OR APPROVED EQUAL	BRAND BID AND MODEL NUMBER	DISCOUNTED PRICE PER EACH BALLAST IN US DOLLAR
1.	1000	A. RCN 2P32	RCN 2P32	\$15.08
2.	1000	A. 71A5937-001D	71A5937001D	\$40.52
3.	1000	A. REL-2P59SRHTP	REL-2P59SRHTP	\$21.89
4.	1000	A. VEL2P59SRHTP	VEL2P59SRHTP	\$23.41
5.	1000	A. VCN 2P32	VCN 2P32	\$15.31

Vendor agrees to furnish all ballasts at a discount of 50.5% from Price List # 151D

dated January 1, 2002.

THE PRICES FOR ALL BALLASTS WILL BE BASED ON THE LASTEST MANUFACTURER'S PUBLISHED PRICE LIST THAT IS RECOGNIZED NATIONALLY, LESS THE SPECIFIED PERCENTAGE DISCOUNT. (USE ONE PERCENTAGE DISCOUNT)

*These brand names are for reference only, other brands will be considered. There is no intent to restrict bidding to those particular brands. Please state which brand is being bid.

BRAND BID: ADVANCE

THE DISCOUNTED PRICE COLUMN MUST BE FIGURED USING THE PERCENTAGE DISCOUNT BID ON THIS PAGE

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Your referenceSP-02-0442

Our referenceST

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

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12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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